

COMPARED

Overbay Bros. Binders

#231942 NCS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John B. Greever, Jr. and Marguerite Greever,  
~~xx his wife,~~ of Tulsa, County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to R.B. Downing  
 of part 1st of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Nine (9) of Deming Place, a Subdivision of  
 Lots 1, 2, 3, and 4, Block Nine (9), Highland  
 Addition and Lots 1, 2, 3, and 4 Block One (1)  
 Highland Second Addition to Tulsa, Tulsa County,  
 Oklahoma, according to the recorded plat thereof.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Two Thousand Five Hundred and No/100  
(\$2500.00) DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from date  
 according to the terms of 60 certain promissory note 8 described as follows, to-wit:

59 notes in the sum of \$50.84 each and 1 note in the sum of  
 \$39.81, all notes dated May 25th, 1923 and signed by John B.  
 Greever Jr. and Marguerite Greever. The first note is due  
 June 25th, 1923, and one on the 25th of each and every month  
 thereafter for a period of sixty months. All notes include  
 interest at the rate of 8% until maturity and shall bear  
 interest at the rate of 8% per annum payable monthly after  
 monthly.

## TREASURER'S ENDORSEMENT

Received of the Treasurer of the State of Oklahoma  
 the sum of \$250.00 and interest  
 on the 31st day of May 1923  
 A. J.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby  
 covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair  
 and not to commit or allow waste to be committed upon the premises. and to insure and keep insured in favor  
 of second party, buildings on said premises.  
 It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mort-  
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-  
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a  
 reasonable attorney's fee of Ten per cent of principal and Ten DOLLARS  
 which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive ~~all benefit of~~ all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 25th day of May, 1923.

John B. Greever, Jr. SEAL

Marguerite Greever, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May, 1923, a Notary Public in and for said County and State on this 25th  
 day of May, 1923, personally appeared John B. Greever Jr. and Marguerite Greever,  
his wife,

and  
 to me known to be the identical person, who executed the within and foregoing instrument and acknowledged to me that they executed  
 the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written. Lula A. Cofer  
 My commission expires Dec. 2, 1926. (SEAL) Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of May, A. D., 1923  
 at 10 o'clock A. M. Book 439, Page 16  
 By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk